



GUEST WAIVER, RELEASE & INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in the activities of the Haliburton Real Easy Ryders, (the "Club), I for myself, my personal representatives, assigns, heirs, and next of kin:

- 1) **ACKNOWLEDGE**, agree and represent that I understand the nature and risks of cycling activities and that
 - a) I believe that I am capable of participating safely in the Club cycling activities.
 - b) I believe that my health and physical condition are appropriate for me to participate in the Club cycling activities.
 - c) I further acknowledge that the cycling activities of the Club are conducted on public roads and facilities that may expose me to road and other potential hazards.
 - d) I further agree and warrant that if at any time I believe conditions related to any activity to be unsafe, I will immediately discontinue further participation in the activity.
- 2) **UNDERSTAND** that bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in the activity, the locations and conditions in which the activity takes place, or the negligence of the releasees named in paragraph 5 below.
- 3) **UNDERSTAND** that I must follow all applicable rules for participation in the activity and the Club's Risk Management Policy (attached) and that the sole responsibility for my personal safety, physical and emotional preparation, and fitness to participate remains with me.
- 4) **UNDERSTAND** that during normal activities and events of the Club, photographs, videos and other recordings may be taken or made, in which I might appear and agree that these photographs, videos and recordings may be included in any Club promotional material, website, and social media postings without any compensation to me.
- 5) **HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE** the Club, its administrators, directors, agents and employees, other participants, sponsors, advertisers, and if applicable, owners and lessees of premises on which an activity takes place (each considered one of the releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations.

I have read this agreement and attachment and I fully understand its terms. I also understand that I have given up substantial rights by signing this Agreement and I have signed it freely and without any inducement or assurance of any nature. I acknowledge that I have been given an opportunity to obtain independent legal advice before signing this Agreement. I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Name: _____

Signature: _____

Date: _____

Witnessed By (Name): _____

Witnessed By (Signature): _____